

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

In re:

BULL RUN COMMUNICATIONS, INC.

Debtor.

ROBERT O. TYLER, Trustee

Plaintiff,

v.

COMCAST OF MARYLAND, INC.

Defendant.

**Case No: 07-10082-RGM
Chapter 7**

Adv. Proc. No. 07-_____-RGM

COMPLAINT

COMES NOW Robert O. Tyler, the Chapter 7 Trustee for the Debtor, by and through counsel, and brings this complaint as follows:

1. This Court has jurisdiction pursuant to 28 U.S.C. §1334. This is a core proceeding pursuant to 28 U.S.C. §157. Venue is proper in this district pursuant to 28 U.S.C. §1409.
2. On January 12, 2007, the Debtor, Bull Run Communications, Inc. ("Bull Run") filed a voluntary bankruptcy petition under chapter 7 in this Court.
3. The Plaintiff, Robert O. Tyler (the "Trustee"), is the qualified and acting Trustee in this case.
4. The Defendant, Comcast of Maryland, Inc. ("Comcast"), is a Colorado corporation.

5. On or about January 21, 2003 Comcast and Bull Run entered into a written agreement (the “2003 Agreement”) whereby Bull Run was to provide services to Comcast.
6. The services to be provided by Bull Run included the laying and/or replacing of cable underground and/or aurally in Prince George’s County, Maryland.
7. On or about January 10, 2005, the 2003 Agreement was terminated via a written “Termination of Services Agreement.”
8. On or about January 10, 2005, Comcast and Bull Run entered into another written agreement (the “2005 Agreement”) whereby Bull Run was to continue to provide services to Comcast.
9. Among other things, the 2005 Agreement raised the price to be paid by Comcast for underground cabling.
10. Bull Run provided substantial services to Comcast between January 10, 2005 and February 3, 2006.
11. On or about February 3, 2006, Comcast contacted Charles Heifner, president of Bull Run, via telephone to orally terminate the 2005 Agreement.
12. Comcast breached the 2005 Agreement by failing to give adequate or proper notice of the termination.
13. For the period of January 10, 2005 through February 3, 2006, Comcast paid Bull Run at the reduced pricing rate of the 2003 Agreement, and not the higher rate in the 2005 Agreement.
14. After January 10, 2005, Comcast was contractually obligated to pay Bull Run

using the new 2005 Agreement pricing.

15. By paying the lower 2003 rates, and not the 2005 rates, Comcast owes

\$189,717.52 to Bull Run.

16. In addition to the improperly reduced payments, Comcast completely failed to

pay \$13,289.82 for services performed by Bull Run.

WHEREFORE, for the foregoing reasons, your Trustee prays for judgment against Comcast of Maryland, Inc. in the total amount of \$203,007.34 plus prejudgment interest from February 3, 2006, and for such other and further relief as this Court deems just and appropriate.

RESPECTFULLY SUBMITTED,

Robert O. Tyler, Trustee
By Counsel

/s/ Gregory H. Counts

Gregory H. Counts, VA Bar #46771

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